

THE WALL STREET JOURNAL.

CORPORATE SUBSCRIPTION AGREEMENT

ORDER FORM

Customer Information

Customer: Synovus
 Contact: Brandi Edge
 Address: 1100 West Louis Henna Boulevard, Building 1
 City: Columbus
 State: GA
 Zip: 31901
 Phone: 706-641-3779
 E-mail: BrandiEdge@synovus.com

Number, Term, Price and Type of Subscription:

Service(s)	Number of Authorized Users	Annual Fee per Authorized User (USD)	Total Annual Fees (USD)
Wall Street Journal Digital – Password Access	39.00	\$315.00	\$12,285.00
Wall Street Journal Combo – Password Access	7.00	\$502.00	\$3,514.00
TOTAL ANNUAL FEES (USD)			\$15,799.00

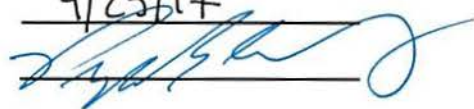
Start Date	Subscription Term (number of months from the Start Date)	Length of Renewal Term (number of months)
20 August 2017	12	12

BY SIGNING BELOW, the parties agree to the foregoing and to the attached Terms and Conditions, if any, which together shall form this Corporate Subscription Agreement (the "Agreement").

Dow Jones & Company, Inc.:

By (Name): _____
 Title: _____
 Date: _____
 Signature: _____

Synovus:

By (Name): Philip Edwards
 Title: CPO 3 Real Estate Exec
 Date: 9/25/17
 Signature: 

THE WALL STREET JOURNAL.

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Terms and Conditions of Order:

1. Limitations

Only Customer's own employees (and independent contractors working exclusively for Customer, who are onsite at Customer's facilities or who have access to Customer's intranet) are authorized to have access to the Service. Customer's access to a Service hereunder does not constitute authorization for the Customer to copy stories or other content from the Service and then publish such content on Customer's public website, intranet, newsletters, or in any other form.

2. Subscription Term and Termination

The term of this Agreement will begin on the Start Date listed on the Order Form and shall continue for the Subscription Term. Thereafter, this Agreement shall renew for successive Renewal Terms. Either party may cancel any or all of the Services on no less than three (3) months' prior written notice to the other, such notice to expire at the end of the Initial Term or then-current Renewal Term. To be valid, any cancellation notice from the Customer to Dow Jones must comply with the cancellation notices provision of this Agreement.

3. Payment

3.1 Customer will pay to Dow Jones the Fees for the subscriptions ordered pursuant to this Agreement, within 30 days after Customer's receipt of an applicable invoice. The Fees, listed on the Order Form and payable by Customer pursuant to this Agreement, are nonrefundable. For Services being fulfilled other than through Group Access, the Fees entitle the Customer to provide access to the Service to up to the number of Authorized Users set forth on the Order Form during the Subscription Term, under the terms and conditions set forth in this Agreement. There will be no refunds or credits given to the Customer if fewer than the number of Authorized Users set out on the Order Form access the Service during the Subscription Term. Customer shall not have the right to obtain any refund or other credit (e.g., an extension of a subscription). For clarity, each Authorized User's access to the Service runs concurrent with the Subscription Term hereof and no temporary suspensions of a subscription requested by Customer or an Authorized User will be deemed to extend the term of a subscription. Customer will pay to Dow Jones or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added or other taxes payable under this Agreement (other than taxes levied or imposed on Dow Jones' income). Dow Jones reserves the right to deactivate/cease delivery of Customer's subscriptions at any time if Customer fails to pay the amounts invoiced by Dow Jones under this Agreement.

3.2 Additional Authorized User subscriptions may be added upon Customer's written request (including email request) during the Subscription Term or any Renewal Term. Customer confirms that requests for additional subscriptions will be made only by a duly authorized representative of Customer. The parties hereby agree that such written requests shall be binding and the additional subscriptions shall be prorated for the remainder of the Subscription Term or then-current Renewal Term. At the end of the Subscription Term or then-current Renewal Term, as applicable, the additional Authorized User subscriptions shall become coterminous with the current Authorized User subscriptions.

3.3 Notwithstanding any other provision of this Agreement to the contrary, the Fees in each Renewal Term may be increased by Dow Jones, upon prior written notice to the Customer, provided that any such increase: (i) will not be made more than once in any Renewal Term and will remain unchanged for such term's duration; and (ii) will not exceed ten percent (10%).

4. Fulfillment.

4.1 **Password Access:** Dow Jones will provide Customer with a unique registration URL for each Authorized User. Customer is responsible for delivering and assigning URLs to the individual Authorized Users. After the term of a subscription has expired, the corresponding user name and password cannot be used to access the Service.

4.2 **Group Access:** This Agreement authorizes Customer to provide the Authorized Users with access to the Service through a link to the Service displayed on the Customer's intranet(s). Authorized Users accessing the Service through such link will be required to create an account by entering their user details, creating a password and accepting the terms of the applicable Service's subscription agreement (the "Online Subscription Agreement") prior to accessing the Service for the first time. Customer shall use technical specifications provided by Dow Jones to supply unique identifying information each time an employee seeks access to the Service via the Customer's intranet link (the "Authentication Data"). The Authentication Data must be sufficient to recognize the individual as an Authorized User for whom Customer has provided access to the Service pursuant to this Agreement. Customer acknowledges having received for its review a copy of the technical specifications required to create and forward the Authentication Data, if applicable. Customer will decide when to disable an Authorized User's access to the Service through Group Access for inactivity by notifying Dow Jones at the time of execution of this Agreement of the inactivity period (e.g., 3 months) that will trigger disabling of access. For those Authorized Users who fail to access the Service during the inactivity period designated by Customer, Dow Jones will disable their access to the Service. Customer may then substitute other employees or independent contractors as contemplated in Section 1 above as new Authorized Users of the Service. For clarity, no refund or credit will be given for any inactivity period or for Customer's failure to substitute employees or independent contractors as set out above.

4.3 **Print Delivery:** For Services which are delivered in print, Customer shall provide Dow Jones with the following for each Authorized User: (a) name; and (b) applicable delivery address(es).

4.4 **Services delivered through Tablets and other Mobile Devices.** In addition to completing the registration process for the Service and accepting the terms of the Online Subscription Agreement, Customer may be required to accept any terms which may be required by a mobile device manufacturer, tablet manufacturer or wireless carrier. Customer acknowledges that its access to the Service is subject to Customer procuring access to the relevant mobile device, tablet and wireless service through which the Service is available. Customer acknowledges and agrees that it is solely responsible for procuring and paying for any mobile device, tablet and wireless plan which may be used to access the Service and further acknowledges and agrees that the Fees, as listed on the Order Form, for use of the Service does not include any wireless data charges which may apply to use of the Service and the payment of any such charges shall be Customer's sole responsibility. Customer acknowledges and agrees that the Service is made available through the mobile device and/or tablet and wireless service on an "as is" basis and that Dow Jones is not responsible for any technical or service problems caused by the mobile device, tablet or wireless carriers or any acts or omissions of the owner or operator of the mobile or wireless service. Dow Jones makes no warranty regarding the operability or availability of the mobile device, tablet or wireless service.

4.5 **Bundles:** Certain Services are offered as a bundle and therefore may be fulfilled by some or all of above methods. For example: (i) Wall Street Journal Digital is currently a bundle of the following Services: WSJ.com and the mobile and tablet editions of The Wall Street Journal that are offered by Dow Jones through various OEMs and (ii) Wall Street Journal Combo is currently a bundle of Wall Street Journal Online and Wall Street Journal Print. The terms applicable to each of the individual Services within the bundle will govern Customer's subscription to and Dow Jones' delivery of the bundle of such Services.

5. Notice of cancellation

Any notice from the Customer to Dow Jones in relation to either termination of this Agreement or cancellation of a Service must be sent to Dow Jones via electronic mail (such notice to include the Customer's contract details) to Dow Jones Corporate Subscriber Services at corporatesubscriberservices@dowjones.com, with a printed copy sent via U.S. Mail to the attention of the Dow Jones Legal Department, P.O. Box 300, Princeton, NJ 08543-0300. If such notice is sent by any other means, it will not be valid notice under the terms of this Agreement.

6. Other Terms

With the exception of Services delivered in print, Customer's subscription to the Service and its employees' use of the Service shall be governed by the Online Subscription Agreement. Customer is responsible for the Authorized Users' compliance with the terms of the Online Subscription Agreement. Customer's subscriptions to a Service delivered in print are subject to Sections 9 and 10 of the Online Subscription Agreement.

Signature:



Email: brandiedge@synovus.com

Title: CPO & Real Estate exec.

Company: Synovus

Signature:

Email: e-signaturewsjcircsales@dowjones.com

Title:

Company: